



Revision number: 9

Purchasing Agent: Roselle Miller

Item: Bus Passes and Services

Vendor: 33861F
Utah Transit Authority
3600 South 700 West
P O Box 30810
Salt Lake City UT 84130-0810

Internet Homepage:

Telephone: (801) 262-5626x2062

Fax number: (801) 262-8031

Contact: Pat Dierks

Email address:

Brand/trade name:

Price: See ECO Pass Agreement
Terms: Net 30
Effective dates: 01/01/97 through 12/31/03
Days required for delivery:
Price guarantee period: See ECO Pass Agreement
Minimum order: See ECO Pass Agreement
Min shipment without charges:
Other conditions:

PLEASE NOTE EXTENSION OF CONTRACT TO DECEMBER 31, 2003.

This contract covers only those items listed in the price schedule. It is the responsibility of the agency to ensure that other items purchased are invoiced separately. State agencies will place orders directly with the vendor (creating a PG in Finet) and make payments for the same on a PV referencing the original PG. Agencies will return to the vendor any invoice which reflects incorrect pricing.



EXHIBIT "A"
GENERAL TERMS AND CONDITIONS OF ECO PASS AGREEMENT

I. DEFINITIONS

As used in this Agreement:

1. The term "Eco Pass", "Pass" or "Passes" means the special economical, ecological pass issued by UTA and purchased by the Sponsor for every employee at a Sponsor's Business Location set forth in this Agreement.
2. The term "employee" means: (1) each person employed by Sponsor on a full-time basis at Sponsor's Business Location; (2) each person employed by Sponsor on a part-time basis at Sponsor's Business Location where Sponsor, at its option, has decided to treat the part-time employees as full-time employees for purposes of this Agreement.
3. The term "emergency" means: (1) an unplanned change in the employee's work schedule which causes the employee to miss the employee's usual or customary scheduled transit trip from work to home and another transit trip is not scheduled within a thirty minute time period; or (2) the illness or injury of the employee or the employee's immediate family member which requires the employee to immediately leave work to attend to the needs of the employee or an immediate family member and regularly scheduled transit trips will not permit the employee to meet such needs.
4. The term "Guaranteed Ride Home Program (GRHP)" means a program where UTA provides, at its expense, a ride to a Sponsor's employee from the Sponsor's Business Location to the employee's home or other location within the boundaries of UTA's public transit district as reasonably necessary to an emergency.
5. The term "immediate family member" means a spouse, child, step-child, parent, step-parent, parent-in-law or a person who resides in the same residence as the employee and is the dependent of the employee.
6. The term "local transit routes" means routes operated by UTA that offer standard public transit service making frequent stops along designated streets or highways. UTA premium express routes between Ogden, Salt Lake and Provo and worker service routes are considered, for purposes of this Agreement only, as local transit routes. UTA routes not included in the term "local transit routes" are ski service routes and special service routes including ADA Paratransit and Flextrans service.
7. The term "Transit Service Level" means the level of transit service provided by UTA in a proximity to Sponsor's Business Location. The Transit Service Level is based upon: (1) the number of local transit routes provided by UTA passing within one quarter (1/4) mile walking distance of Sponsor's Business Location during the morning weekday transit peak period between 6:30 and 8:30 a.m.; or (2) whether Sponsor's Business Location is located within one-half (1/2) mile walking distance of any TRAX station location. For purposes of determining the Transit Service Level, walking distance shall be calculated using the shortest distance from the transit stop to Sponsor's Business Location using available public thoroughfares or private rights-of-way generally open to the public during the morning weekday peak transit periods. The Transit Service Level is divided into the following four classes of transit service:
 - (A) Service level "A" means (1) at least 65 transit vehicle trips passing within one-quarter (1/4) mile walking distance of Sponsor's Business Location during the morning weekday peak period; or (2) the location of Sponsor's Business Location within one-half (1/2) mile walking distance of any TRAX station location.
 - (B) Service level "B" means at least 40, but less than 65 transit vehicle trips passing within one-quarter (1/4) mile walking distance of Sponsor's Business Location during the daily peak period.



(C) Service level "C" means at least 25, but less than 40 transit vehicle trips passing within one-quarter (1/4) mile walking distance of Sponsor's Business Location during the daily peak period.

(D) Service level "D" means at least one, but less than 25 transit vehicle trips passing within one-quarter (1/4) mile walking distance of Sponsor's Business Location during the daily peak period..

8. The term "Sponsor" means the business entity defined as Sponsor on the initial page of this Agreement.

9. The term "Sponsor's Business Location" means one or more places of business operated by Sponsor's within UTA's service district, each of which shall be the primary place of employment for at least 35 of Sponsor's employees. Each location constituting "Sponsor's Business Location" shall be approved by UTA and listed on Exhibit "B" of this Agreement.

II. TERMS AND CONDITIONS

The parties hereto agree as follows:

1. Issuance of Passes. Sponsor agrees to Purchase, and UTA Agrees to issue to Sponsor, Passes permitting every employee employed by Sponsor (which number shall not be less than thirty-five) at Sponsor's Business Location to access local transit routes during the current calendar year. The form of the pass shall be determined by UTA and each Pass shall be separately numbered. The number of Passes issued under this Agreement shall be based on the total number of employees employed at Sponsor's Business Location as of the date of this Agreement. If the number of employees employed at Sponsor's Business Location increases or decreases during the term of this Agreement, Sponsor shall inform UTA in writing within thirty (30) days of such increase or decrease. Upon delivery of such notice, the applicable payment due under Exhibit "b" shall be adjusted based upon the prorated pass value attributable to the employee add or deleted, and the appropriate number of passes shall be delivered to, or returned by, Sponsor as required by the increase or decrease.

2. Restrictions on Sponsor Charge to Employees. While Sponsor may implement a charge to its employees to partially offset the cost incurred by Sponsor pursuant to this Agreement, the total amount of the annual charge assessed to any employee for a Pass shall not exceed the cost per employee indicated in Exhibit "B" of this agreement.

3. Ride Without Charge. UTA agrees to permit each employee of Sponsor displaying the Pass to the UTA driver to ride without charge on all local transit routes. The Pass is not valid on any ski service or special service designated by UTA, including ADA Paratransit and Flextrans services.

4. Term of Pass. Each Pass is valid for the term of this Agreement running from January 1, 2001 through December 31, 2002.

5. Restriction on Use of Passes; Sponsor's Control of Issued Passes. Sponsor agrees and covenants that Passes shall not be furnished, provided, assigned, resold or otherwise transferred to any persons or entities not qualifying as employees under this Agreement. Sponsor agrees to furnish to UTA a current roster showing the names of all employees employed at Sponsor's Business Location: (1) at the execution of this Agreement; (2) at the time of any request by Sponsor to purchase Passes for additional employees; added to Sponsor's Business Location after the execution of this agreement; (3) at the time of any renewal of this Agreement; and (4) upon request of UTA at any time during the term of this Agreement. At all times during the term of this Agreement, Sponsor must be able, upon request of UTA, to account for each pass issued to Sponsor under this agreement. The obligation under the preceding sentence shall include: (a) Sponsor maintaining a ledger or similar record identifying each Pass issued by Sponsor to its employees, which ledger shall include the number of each issued Pass and the corresponding employee issued such Pass; (b) Sponsor being able to produce for inspection, upon request, any Passes purchased by Sponsor which have not been issued to employees; and (c) Sponsor being able to identify, by number, any Passes identified as lost or stolen for which replacement Passes have been issued. UTA maintains the right, upon reasonable notice, to inspect all such records maintained by Sponsor at all times during the term of this



Agreement and for a period on one year after the expiration or termination of this Agreement. UTA shall only use the information discovered under this paragraph to audit the use of Passes and not for any other purpose.

6. Payment For Passes.

(A) The Sponsor agrees to pay to UTA the amount of money shown in Exhibit "B" for each Pass purchased during the term of this Agreement.

(B) For any agreements approved after January 1st of each calendar year, the price of each Pass shall be prorated in daily increments based upon 365 days per year.

(C) Sponsor's payment for all Passes and other fees required under this Agreement is executed.

7. Photograph Identification. All Passes shall be affixed to employee photograph identification. Sponsor may use existing company photograph identification, or may use photograph identification provided by UTA. Any photograph identification provided by UTA shall be provided at locations designated by UTA and Sponsor. Sponsor agrees to pay UTA \$1:00 for each photo identification provided by UTA to Sponsor's employees.

8. Return of Passes. Sponsor shall be permitted to return valid Passes to UTA prior to the expiration of the term of this Agreement: (1) in the event this Agreement is terminated prior to the expiration of the term hereof; (2) in the event of a relocation or discontinuation of operations at Sponsor's Business Location; or (3) in the event of a reduction in the number employees of Sponsor. Passes returned to UTA shall be destroyed or otherwise physically cancelled to prevent unauthorized use. In the event Passes are returned as set forth above, UTA shall refund to Sponsor the prorated remaining value of each returned Pass. Any returned Pass determined to have been used in violation of this Agreement will not be eligible for refund.

9. Confiscation of Passes and Unauthorized Use of Passes. UTA has the right to confiscate a Pass at any time without notice to the Sponsor from any person who UTA reasonably believes is not an eligible employee. UTA has the right to confiscate any Pass that UTA reasonably believes has been duplicated or altered. UTA reserves the right to pursue claims or demands against, or seek prosecution of any person who duplicates, alters or uses the Pass in any unauthorized way. UTA shall not to pursue any claims or suits against the Sponsor for any unauthorized use of the Pass, unless: (1) the unauthorized use results from counterfeiting a Pass and the Sponsor had actual or constructive knowledge of such action; (2) the Sponsor falsely certified to UTA the name of a person who is not an employee of Sponsor at Sponsor's Business Location; or (3) the unauthorized use resulted from Sponsor's gross negligence or willful misconduct. UTA shall have the right to confiscate any and all Passes if UTA believes that the information provided has been falsified by the Sponsor or its authorized representatives, or a Pass has been given by the Sponsor or its authorized representatives to non-eligible persons.

10. Guaranteed Ride Home Program (GRHP). In order to accommodate the emergency needs of Sponsor's employees, UTA agrees that during the term of this Agreement it will provide a GRHP for Sponsor's employees who cannot take their customary scheduled transit trip, or another reasonably scheduled transit trip from work to home because of an emergency. Under the GRHP, UTA agrees that in the event of emergency UTA, at its expense, will provide alternative transportation to Sponsor's employees from Sponsor's Business Location to the employee's home or other location within the boundaries of the public transit district where the immediate family member requiring the emergency help is located. UTA agrees that the guaranteed ride home will be undertaken, at UTA's option, in one of the following two alternative ways: (1) a ride in a UTA vehicle driven by a UTA employee; (2) a ride in a taxi cab. If UTA selects the option of using a UTA vehicle driven by a UTA employee, the Sponsor understands that UTA is a governmental entity covered by the Utah Governmental Immunity Act and provides self insurance only to the amount of \$250,000 per individual and \$500,000 per occurrence. If UTA selects the option of a tax cab, the taxi shall be required to provide public liability insurance in an amount required by State law. A Sponsor's employee shall be entitled up to six (6) guaranteed rides home in any calendar year.

11. Renewal of Agreement. On or before November 1st, UTA shall notify the Sponsor as to whether or not UTA is willing to extend the terms of this Agreement for the next calendar year beginning January 1st and terminating



December 31st, and if so, whether or not there are any changes to the terms and conditions of the Agreement, including any increases in the cost of the Pass per employee. The Sponsor shall have until December 31st and shall not be renewed for the next calendar year.

12. Termination. This Agreement shall continue in full force and effect during the term of this Agreement unless it is terminated earlier by either party. Each party may terminate this Agreement in its sole discretion by giving the other parties written notice of termination at least thirty (30) days prior to the termination date. In the event that UTA terminates the Agreement prior to the end of the term of this Agreement, UTA agrees to refund to the Sponsor, such amounts as set forth in paragraph 8 of this Agreement portion of the Pass for each Pass purchased by Sponsor.

13. Other Interests. No person not a party to this Agreement shall have any rights or entitlement of any nature under it.

14. Entire Agreement. This Agreement contains the entire agreement between the parties hereto for the term stated and cannot be modified except by written agreement signed by both parties. Neither party shall be bound by any oral agreements or special arrangements contrary to or in addition to the terms and conditions as stated herein.

15. Costs and Attorney's Fees. The Sponsor shall be liable for reasonable attorney fees, court costs and other expenses incurred in the event UTA pursues legal action to recover the amounts owing under this Agreement or to obtain the return of any Passes wrongly held by Sponsor or its employees, or to enforce other remedies granted to UTA by the terms of this Agreement.

16. Notices. All notices to be given hereunder shall be sufficient if given in writing in person or by personal deliver, nationally recognized delivery service or registered or certified mail, postage prepaid. All notices shall be addressed to the respective party at its address shown on the initial page of this Agreement or at such other address or addresses as each may hereafter designate in writing. Notices shall be deemed effective and complete at the time of receipt, provided that the refusal to accept delivery shall be construed as receipt for purposes of this Agreement.

EXHIBIT

"B"

SCHEDULE OF PAYMENT

The Board of Directors of UTA have approved the following Payment for Passes based upon the: (1) Transit Service Level and (2) the number of transit trips per peak period of the sponsor. The formula for calculating the Payment for Passes is:

SERVICE LEVEL PEAK PERIOD TRIPS WITHIN 1/4 MILE ALL EMPLOYEES-ANNUAL
PASS COST PER PERSON

A	65+ TRIPS	\$145.00
B	40-64 TRIPS	\$ 110.00
C	25-39 TRIPS	\$ 65.00
D	1-24 TRIPS	\$ 30.00



A-TRAX

Business within ½ Mile
Of any TRAX station

\$145.00

FINET COMMODITY CODES

96217000000 (BUS & TAXI SERVICES)

REPORTS

THE CONTRACTOR WILL SUBMIT QUARTERLY REPORTS TO THE STATE PURCHASING AGENT SHOWING QUANTITIES AND DOLLAR VOLUME OF PURCHASES BY EACH STATE AGENCY AND POLITICAL SUBDIVISION. THESE REPORTS WILL BE DUE 10 DAYS AFTER THE CALENDAR QUARTER